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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/726,252	12/01/2003	Matthew J. Campagna	F-764	3555
919	7590	04/13/2009		
PITNEY BOWES INC. 35 WATERVIEW DRIVE P.O. BOX 3000 MSC 26-22 SHELTON, CT 06484-8000			EXAMINER SHEIKH, ASFAND M	
			ART UNIT 3627	PAPER NUMBER
			MAIL DATE 04/13/2009	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

**Application No.**

10/726,252

**Applicant(s)**

CAMPAGNA, MATTHEW J.

**Examiner**

Asfand M. Sheikh

**Art Unit**

3627

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 19 December 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-19 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-19 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SG/US)
- Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)
- Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

**DETAILED ACTION**

***Response to Arguments***

Applicant's arguments with respect to claims 1-10 have been considered but are moot in view of the new ground(s) of rejection.

With respect to the argument directed to claim 3 and 4 and 6: "a release condition" or "releasing inventory" the examiner notes that Lucas discloses that it allows customers to resell (e.g. release) products, equipment or excess inventory to another business and further that customers are allowed to author new rules, regulations, procedures, etc (see at least, col. 4, lines 37-51). Further the examiner notes as a customer adds inventory to a stocking plan he can choose to add "other parameters" such as rules, regulations, and procedures. Therefore under the broadest reasonable interpretation one of ordinary skill in the art could have envisioned that a company can request ascertain to a given condition based a designed rule, regulation or procedure which reads on claim 3, therefore the examiner finds this argument not persuasive.

With respect to the argument directed to claim 9: "compensation for a discount sale." The examiner notes that Lucas discloses that it allows customers to resell (e.g. release) products, equipment or excess inventory to another business and further that customers are allowed to author new rules, regulations, procedures, etc (see at least, col. 4, lines 37-51). Further the idea of discount was known to provide a discount for the excess sold inventory (see at least, col. 19, lines 25-46). Therefore under the

broadest reasonable interpretation one of ordinary skill in the art could have envisioned that a company provide a discount for sold inventory and further based a designed rule, regulation or procedure the vendor for the VMI would receive compensation for the maintaining the inventory (see at least, col. 1, lines 45-col. 2, lines 20) which reads on claim 9 therefore the examiner finds this argument not persuasive.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Lucas (US 6,996,538 B2) in view of Mays (US 2005/0114233 A1).

#### **Claim 1**

Lucas discloses a method of establishing and managing a vendor inventory of emergency business supplies for a company (see at least, abstract and col. 1, lines 45-col. 2, lines -20), comprising: receiving compensation for costs of maintaining the inventory (see at least, col. 1, lines 45-col. 2, lines -20); releasing a plurality of the business supplies for sale, after the plurality of the business supplies have been in the vendor inventory for a period of time expiring when a release condition occurs (see at

least, col. 4, lines 36-51); and restocking the vendor inventory (see at least, col. 10, lines 46-52).

Lucas fails to disclose guaranteed available inventory for an identified company.

However Mays discloses that a supply house (e.g. vendor managing inventory) will guarantee inventory for specific items for certain customers (see at least, [0047]: the examiner interprets the cited section under the understanding that a given vendor will guarantee some form of available inventory for a given customer).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Lucas's VMI of emergency business supplies for a company to include that the VMI will guarantee availability of given inventory for a given company as taught by Mays. One of ordinary skill in the art would have been motivated to combine the teachings in order to guarantee inventory specific items for certain customers thereby assuring ready inventory (see at least, [0021] and [0047]).

#### Claim 2

Lucas discloses wherein the sale is at a discount (see at least, col. 19, lines 37-47) and further comprising: receiving compensation from the company relating to the discount sale (see at least, col. 1, lines 45-col. 2, lines 20).

Claim 3

Lucas discloses wherein if the company provides an assertion to the vendor that the release condition has occurred or will have occurred at a specific time, then the vendor will have only a first period of time to object to that assertion, unless the company extends the first period (see at least, col. 10, lines 46-52: the examiner notes "customer chooses" to be a release condition).

Claim 4

Lucas discloses wherein the release condition is that improved business supplies become available for insertion into the vendor inventory (see at least, col. 7, lines 52-65).

Claim 5

Lucas discloses wherein the release condition is that the plurality of the business supplies have reached a particular age or percentage of shelf life or state (see at least, col. 4, lines 36-51: the examiner notes "excess inventory" is a state).

Claim 6

Lucas discloses wherein the discount sale is to the company (see at least, col. 19, lines 37-47).

Claim 7 and 15

Lucas in view of Mays fails to disclose wherein the business supplies in the vendor inventory are owned by the vendor for at least a first period of time that the business supplies are in vendor inventory and owned by the company instead of the vendor for at least a second subsequent period of time that the business supplies are in vendor inventory.

The examiner takes official notice that it is old and well known in the inventory arts to have a VMI receive inventory and own the for a period of time before the inventory is re-sold to the business in which the VMI would still hold the inventory (e.g. a manufacturer from over seas sells inventory to a distributor in a local vicinity in which local businesses the buy inventory from the distributor). It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Lucas in view of Mays to include the features taught by the Examiner's Official Notice. One of ordinary skill in the art would have been motivated to combine the teachings allow a middle man within business to make profit.

Clam 8

Lucas wherein the company sells at least some of the business supplies to a third party after the discount sale (see at least, col. 4, lines 36-51).

Claim 9

Lucas discloses wherein the receipt of compensation for the inventory costs, and the receipt of compensation for the discount sale are performed substantially simultaneously with the discount sale (see at least, col. 1, lines 45-col. 2, lines -20 and col. 19, lines 37-47).

Claim 10

Lucas discloses the portion of the business supplies to the company routinely as needed by the company, prior to releasing the business supplies for the discount sale (see at least, col. 1, lines 45-col. 2, lines -20 and col. 19, lines 37-47).

Claims 11-19

The examiner notes the system claims of 11-14 and 16-19 are rejected under similar grounds as method claims the claims 1-10 via the disclosure of Lucas.

***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within



TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Asfand M. Sheikh whose telephone number is (571)272-1466. The examiner can normally be reached on 9a-5p.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ryan M. Zeender can be reached on (571)272-6790. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Asfand M. Sheikh/  
Examiner, Art Unit 3627  
4/10/2009

/F. Ryan Zeender/  
Supervisory Patent Examiner, Art Unit 3627